IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BOARD OF PATENT APPEALS AND INTERFERENCES

In re patent application of:

  Ananathanarayanan et al.   Atty. Docket No.: JP920030082US1

Serial No.: 10/734,798   Group Art Unit: 3693

Filed: December 12, 2003   Examiner: James A. Vezeris

For: METHOD, SYSTEM AND COMPUTER PROGRAM PRODUCT FOR TRADING IN AN ONLINE MARKET

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

APPELLANTS' REPLY BRIEF TO EXAMINER'S ANSWER

Sirs:

     Appellants respectfully reply to the Examiner's Answer, notification

date, 08/31/2010, in the following Reply Brief.

I.   STATUS OF CLAIMS

Claims 1-4, 6-10, 12-14, and 17, all of the claims pending in the

application, are under appeal.

(1) As evidenced by the Examiner's Answer, claims 1-4, 6-7, 9-10,

12-14, and 17 stand rejected under 35 U.S.C. §102(e) as anticipated by U.S.

Patent Application Publication No. 2002/0120588 to Preist, et al.,

hereinafter, Preist.

(2) As evidenced by the Examiner's Answer, claim 8 stands rejected

under 35 U.S.C. §103(a) as unpatentable over Preist, in view of U.S. Patent

Application Publication No. 2001/0032175 to Holden et al., hereinafter,

Holden.

II.   STATUS OF AMENDMENTS

As indicated by the Examiner's answer, the status of amendments after

final is correct, i.e., those amended claims of the Response filed on March

24, 2010

III.   APPELLANTS' RESPONSE TO EXAMINER'S ANSWER

A.   The rejection of claims 1-4, 6-7, 9-10, 12-14, and 17 under 35 U.S.C. §102(e) over Preist

1.   Examiner's Argument

Regarding the "standalone bilateral negotiations" of the rejected

claims, the Examiner's Answer asserts that paragraph [0056] of Preist

teaches, "[the system] allows us to model one-to-one negotiation as a

particular case of many-to-many." (Examiner's Answer, page 8, printed

lines

The Examiner's Answer also asserts that "'Preist, in paragraph 56,

clearly shows negotiations being possible by one-to-one negotiations,

equivalent to standalone negotiations in Applicant's claims, and by many-to-

many, equivalent to multi-party trading in Applicant's application. A key

phrase of paragraph 56 of Preist states, "Singling out a counterpart can be

achieved by limiting the visibility of the broadcast message..." which means

the many-to-many negotiations can be turned into a one-to-one

negotiation."'. (Examiner's Answer, page 8, printed line 20 to page 9,

printed line 4).

2.   Appellants' Argument

Appellants' respectfully argue that Preist discloses, "To enable

participants to negotiate with one another an agreement template is defined,

usually but not necessarily by the negotiation host. The negotiation template

specifies the different parameters of the negotiation such as, for an

agreement for the supply of goods, product type, price, supply, date etc.

Some parameters may be constrained within the template, for instance

product type will nearly always be tightly constrained, whereas others may

be specified as a range or limit (eg supply date), or left completely open (eg

price)." (paragraph [0032]). (emphasis added).

Preist also discloses, "As part of the admission process of participants

to the negotiation, they are requested to accept a agreement template. ... ."

(paragraph [0033]). (emphasis added).

Preist further discloses, "<u>The process of negotiation is the move from</u>

<u>an agreement template to an agreement</u>, which the agreeing parties find

acceptable. A single negotiation may involve many parties, resulting in

several agreements between different parties and some parties who do not

reach agreement." (paragraph [0035]). (emphasis added).

From the above disclosures by Preist, Appellants respectfully argue

that all negotiations disclosed by Preist, whether one-to-one or many-to-

many, entail an initial agreement template, which defines all negotiations.

In relevant part, independent claim 1, and similarly, independent

claims 6, 7, 12, and 17, recite:

"using said computer to execute a multi-party trading mechanism to

arrive at trading offers, ... ,

wherein the multi-party trading mechanism comprises one of a

continuous double auction, a call market, an ascending price auction, a

descending price auction, a first price sealed bid auction, a uniform second

price auction, and a reverse auction conducted by the user and the trading

parties;

...

using said computer to invoke standalone bilateral negotiations, which

stand apart from the multi-party trading mechanism, to arrive at customized

trading offers ... ." (emphasis added).

Appellants respectfully argue that all of Preist's negotiations, whether

"one-to-one" or "many-to-many", share an initial agreement template, which

should be analogized to the present invention's "multi-party trading

mechanism [comprising] one of a continuous double auction, a call market,

an ascending price auction, a descending price auction, a first price sealed

bid auction, a uniform second price auction, and a reverse auction conducted

by the user and the trading parties". (emphasis added).

However, Appellants further respectfully argue that the "standalone

bilateral negotiations" of the present invention "stand apart", i.e., differ, from

the "multi-party trading mechanism", which "comprises one of a continuous

double auction, a call market, an ascending price auction, a descending price

auction, a first price sealed bid auction, a uniform second price auction, and

a reverse auction conducted by the user and the trading parties". In the present invention, the trading that results in "standalone bilateral negotiations" does not employ any of the multi-party trading mechanisms. Instead, "standalone bilateral negotiations" arrive at customized trading offers that differ from those of the multi-party trading mechanisms, e.g., a continuous double auction, a call market, an ascending price auction, a descending price auction, a first price sealed bid auction, a uniform second price auction, or a reverse auction.

For at least the reasons outlined above, Appellants respectfully submit that Preist does not disclose, teach or suggest at least the present invention's features of: "using said computer to execute a multi-party trading mechanism to arrive at trading offers, ... , wherein the multi-party trading mechanism comprises one of a continuous double auction, a call market, an ascending price auction, a descending price auction, a first price sealed bid auction, a uniform second price auction, and a reverse auction conducted by the user and the trading parties; ... using said computer to invoke standalone bilateral negotiations, which stand apart from the multi-party trading mechanism, to arrive at customized trading offers ... ", as recited in independent claim 1, and as similarly recited in independent claims independent claims 6, 7, 12, and 17. Accordingly, Preist fails to anticipate

the subject matter of independent claims 1, 6, 7, 12, and 17, and dependent

claims 2-4, 9-10, and 13-14 under 35 U.S.C. §102(e). Withdrawal of the

rejection of claims 1-4, 6-7, 9-10, 12-14, and 17 under 35 U.S.C. §102(e) as

anticipated by Preist is respectfully solicited.

B. The rejection of claim 8 under 35 U.S.C. §103(a) over Preist and Holden

1. Examiner's Argument

The Examiner's Answer argues that "Examiner provided arguments

for the trading mechanism above [i.e., the asserted teachings of Preist] and

will not repeat them". (Examiner's Answer, page 18, printed lines 3-4).

The Examiner's Answer cites Holden for teaching "a database holding

past trading deals in claim 14 (a history of winning and losing bids by a user

is viewable ... via an interface) and a repository containing trading party

information in paragraph 37. (User profiles)". (Examiner's Answer, page 18,

printed lines 8-10).

2. Appellants' Argument

For the identical reasons argued above with respect to independent

claim 7, Appellants respectfully argue that Preist and Holden, either

individually or in combination, do not disclose, teach or suggest at least the

present invention's features of: "a processor for executing a multi-party

trading mechanism to arrive at trading offers ... ,

wherein the multi-party trading mechanism comprises one of a continuous

double auction, a call market, an ascending price auction, a descending price

auction, a first price sealed bid auction, a uniform second price auction, and

a reverse auction conducted by the user and the trading parties; ... a

processor for invoking standalone bilateral negotiations, which stand apart

from the multi-party trading mechanism, to arrive at customized trading

offers", as recited in independent claim 7. Accordingly, Preist and Holden,

either individually or in combination, fail to render obvious the subject

matter of independent claim 7 and dependent claim 8 under 35 U.S.C.

§103(a). Withdrawal of the rejection of claim 8 under 35 U.S.C. §103(a) as

unpatentable over Preist and Holden is respectfully solicited.

IV.   CONCLUSION

In view of the forgoing, the Board is respectfully requested to

reconsider and withdraw the rejections of claims 1-4, 6-10, 12-14, and 17.

Please charge any deficiencies and credit any overpayments to

Attorney's Deposit Account Number 50-0510.

Respectfully submitted,

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